EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE SCHERING-PLOUGH CORPORATION ERISA LITIGATION	))))	CIVIL ACTION NO. 03-1204 (KSH)

PLAN OF ALLOCATION

1. Definitions

A. Except as indicated in this *Plan of Allocation*, the capitalized terms used herein shall have the meanings ascribed to them in the *Settlement Agreement*.

B. *"Claims Administrator"* shall mean a third-party vendor, designated by *Lead Counsel* with the consent of *Schering-Plough*, which shall administer the *Settlement*.

C. "*Net Settlement Fund Proceeds*" means the *Settlement Fund*, less: (1) the *Settlement Administrative Costs*; (2) the costs of the *Class Notice* that the *Court* approves for payment from the *Settlement Fund* pursuant to Section 8.2 of the *Settlement Agreement*; (3) any *Case Contribution Award* that the *Court* approves for payment from the *Settlement Fund* pursuant to Section 8.3.1 of the *Settlement Agreement*; (4) Court approved attorneys' fees and expenses; and (5) such other deductions and payments from the *Settlement Fund* as the *Court* may allow.

D. The *"Plan"* means the Schering-Plough Corporation Employees' Savings Plan and all predecessor and successor plans, individually and collectively, and any trust created under such Plan. This definition includes the assets of the Schering-Plough Employees' Profit-

Sharing Incentive Plan, which was merged into the Schering-Plough Corporation Employees' Savings Plan on or about December 10, 2004.

E. *"Settlement Administrative Costs"* means the taxes, fees and expenses that the *Court* approves for payment from, or are otherwise permitted to be paid from, the *Settlement Fund* pursuant to Section 7.1.4. of the *Settlement Agreement.*

F. "*Settlement Class*" shall mean all *Persons* (excluding the *Defendants*) who were participants in or beneficiaries (including alternate payees) of the *Plan* at any time between July 29, 1998 to April 18, 2007 and whose accounts included investment in the *Company Stock Fund* at any point during that time period.

G. *"Settlement Class Member"* means a member of the *Settlement Class.*

H. *"Class Period"* means the period from July 29, 1998 to April 18, 2007, as defined in the *Settlement Agreement.*

2. Notice

A. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finds and concludes that due and adequate notice was directed to all Persons who are *Settlement Class Members* who could be identified with reasonable effort, advising them of the *Plan of Allocation* and of their right to object thereto, and that a full and fair opportunity was accorded to all of the *Settlement Class Members* to be heard with respect to the *Plan of Allocation.*

3. Calculation of allocation

A. For each *Settlement Class Member*, the *Claims Administrator* shall determine the approximate net loss (*"Net Loss"*) as follows: *Net Loss* = A + B - C - D, where, for each *Settlement Class Member's* account:

1. A = the dollar value, if any, of the balance invested in the *Company Stock Fund* on the first day of the *Class Period*;

2. B = the dollar value, if any, of all acquisitions of the *Company Stock Fund* during the *Class Period* as of the time of purchase(s);

3. C = the dollar value, if any, of all dispositions of the *Company Stock Fund* during the *Class Period* as of the time of the sale(s); and

4. D = the dollar value, if any, of the *Company Stock Fund* remaining on the last day of the *Class Period*.

In the event that a participant's account was transferred, in whole or in part, to a beneficiary (including an alternate payee) during the *Class Period*, the participant and the transferee beneficiary shall be treated as a single *Settlement Class Member* for the purpose of determining a *Net Loss*. The *Net Loss* shall than be allocated between the participant and beneficiary according to the proportion of the *Net Loss* attributable to the holdings of the participant and beneficiary.

B. The *Net Losses* of the *Settlement Class Members* as calculated in Section 3.A above will be totaled to yield the loss of the *Plan* as a whole over the *Class Period* (the *"Plan's Loss"*).

C. The *Claims Administrator* shall calculate for each *Settlement Class Member* his or her *"Preliminary Fractional Share"* of the *Plan's Loss* by dividing each *Settlement Class Member's Net Loss* by the *Plan's Loss*.

D. The *Claims Administrator* shall then calculate for each *Settlement Class Member* his or her *"Preliminary Dollar Recovery"* of the *Net Settlement Fund Proceeds* by multiplying the *Settlement Class Member's Preliminary Fractional Share* by the *Net Settlement Fund Proceeds*.

E. The *Claims Administrator* shall identify all *Settlement Class Members* whose *Preliminary Dollar Recovery* is greater than zero but less than a minimum amount of ten dollars ($10.00) (the *"Minimum Amount"*). All such *Settlement Class Members* shall receive an allocation from the *Net Settlement Fund Proceeds* of the *Minimum Amount*.

F. The *Claims Administrator* shall then, after subtracting out the amounts allocated to *Settlement Class Members* who receive the *Minimum Amount*, recalculate the *Preliminary Fractional Shares* and the *Preliminary Dollar Recoveries* so as to arrive at the *"Final Fractional Share"* and the *"Final Dollar Recovery"* for each *Settlement Class Member*. The sum of the *Final Dollar Recoveries* must equal the *Net Settlement Fund Proceeds*.

4. Distribution of the allocated amounts

A. As soon as practicable after the calculations pursuant to Section 3 above, *Lead Counsel* shall direct the Financial Institution to deposit the *Net Settlement Fund* Proceeds into the Plan. The funds deposited into the *Plan* shall be assets of the *Plan* for all purposes.

B. ***Settlement Class Members* With Accounts Under the *Plan*.** As promptly as reasonably possible after deposit of the *Net Settlement Fund Proceeds* into the *Plan*, the *Claims Administrator* shall forward to the *Plan* trustee for allocating into each *Settlement Class Member's* account under the *Plan* his or her *Final Dollar Recovery* as calculated above, less the *Settlement Class Member's* pro rata share of any additional expenses or administrative charges approved by the Court. The deposited amount shall be allocated among the *Settlement Class Member's* investment options in accordance with the existing investment elections then in effect for new contributions and treated thereafter for all purposes under the *Plan* as assets of the *Plan* properly credited to that *Settlement Class Member's* account. If a *Settlement Class Member* does not have an existing investment election for new contributions, the *Parties* and the *Settlement*

Class agree that pending instruction from the *Settlement Class Member*, the deposited amount shall be invested in any default investment option(s) designated by the *Plan*, and if the *Plan* has not designated a default investment option(s), in a money market fund or similar fund under the *Plan*.

C. ***Settlement Class Members* Without Accounts Under the *Plan*.** With respect to *Settlement Class Members* who withdrew their accounts under the *Plan* after the beginning of the *Class Period* or whose accounts were transferred to a beneficiary (including an alternate payee), the *Plan* trustee will establish an account for each such *Settlement Class Member* and deposit into that account the *Settlement Class Member's Final Dollar Recovery*. Each such *Settlement Class Member* will be notified of the account along with further instructions from the *Plan* trustee on how to access his or her account. The *Parties* and the *Settlement Class* agree that pending instruction from such *Settlement Class Member*, the deposited amount in his or her account shall be invested in any default investment option(s) designated by the *Plan*, and if the Plan has not designated a default investment option(s), in a money market fund or similar fund under the Plan.

D. If any *Settlement Class Member* with a *Final Dollar Recovery* cannot be located despite reasonable efforts, such *Settlement Class Member's Final Dollar Recovery* shall be administered in accordance with the procedures of the *Plan* regarding participants who cannot be located. If any *Settlement Class Member with a Final Dollar Recovery* is deceased, such *Settlement Class Member's Final Dollar Recovery* shall be administered in accordance with the procedures of the *Plan* regarding deceased participants.

5. Qualifications and continuing jurisdiction

A. Depending on the manner in which the data is kept and the ease with which it can be manipulated, it may be appropriate to simplify some of the features of these calculations. Such simplifications are acceptable as long as the two basic features of the distribution of the *Net Settlement Fund Proceeds* are preserved: (1) that each *Settlement Class Member* receives a proportionate share of the *Net Settlement Fund Proceeds* based approximately on the decline in the value of the *Company Stock Fund* held in the *Settlement Class Member's* account over the *Class Period* in comparison with the decline in value of the *Company Stock Fund* held by all other *Class Members*; and (2) that the individual's settlement benefit is added to the *Participant's* or *Beneficiary's* account under the *Plan* and distributed as a *Plan* distribution so as to realize any potential tax advantage of investment in the *Plan*. Any such changes will be presented to the *Court* for approval pursuant to Section 5.B below.

B. The *Court* will retain jurisdiction over the *Plan of Allocation* to the extent necessary to ensure that it is fully and fairly implemented.

SO ORDERED this__day of ________, 2010.

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Hon. Katharine S. Hayden, U.S.D.J.